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Collective Bargaining Agreements

9-1-1965

Shoe Retailers League, Inc. and Retail Shoe Employees Union Locals 1268 and 287

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Shoe Retailers League, Inc. and Retail Shoe Employees Union Locals 1268 and 287

Location

New York, NY

Effective Date

9-1-1965

Expiration Date

August 1968

Number of Workers

1000

Employer

No employer specified

Union

Retail Shoe Employees Union

Union Local

1268, 287

NAICS

44

Sector

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Item ID

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Comments

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Shoe Retailers League, Inc.

60 EAST 42nd STREET
NEW YORK 17, N. Y.

CONFIDENTIAL

Murray Hill 2-7054-5

March 18, 1966

BULLETIN NO. 204



LEAGUE MEMBERS APPROVE SETTLEMENT WITH UNIONS AND AVOID STRIKE IN THE INDUSTRY.

On Wednesday evening, March 16th, the members of the League, after hearing and discussing a report of the settlement worked out with the Unions, voted to approve the final terms of settlement, as outlined by Arthur Steinberg, counsel for the League. Mr. Steinberg reviewed many of the problems involved in our negotiations with the Unions.

The Unions had submitted numerous demands to the League as a basis for bargaining for the renewal of our expired agreements. If the employers had agreed to the demands as formulated by the Unions, it would have caused such serious hardship to the retailers that many would have been forced out of business in a very short time. Even the revised demands of the Unions, as negotiations proceeded, were very onerous and impossible to accept.

Last week, after a dead-lock had developed in negotiations, the Unions gave the League an ultimatum that unless a new contract was settled by Friday night, March 18th, they were calling a strike against all members of the League, effective Saturday morning, March 19th. This strike threat was made in order to weaken the solid front maintained by the League labor negotiating committee, which had the full support of our members. Our labor committee, despite the threat, remained steadfast and was determined not to accede to some of the impossible conditions proposed by the Unions. On Monday, March 14th, a meeting of the Board of Directors of the League was held for the purpose of discussing the threatened strike and the impasse which had been reached. Decisions were made at this meeting in an attempt to work out a last minute settlement, and thereby avoid the strike. Unless a last minute compromise could be worked out, it was likely that our industry would have been involved in a strike. Fortunately, however, as a result of intensive negotiations conducted immediately after the Board meeting and up to the evening of Wednesday, March 16th, a compromise settlement was reached with the respective Unions, subject to the approval of our members.

The agreement of settlement with the Unions is as follows:

1- TERM OF CONTRACT

The agreement is for a three year period commencing September 1st, 1965, and expiring August 31st, 1968.

2- INCREASES FOR SALESMEN, ASSISTANT MANAGERS AND SELLING MANAGERS.

There will be a wage increase for the three year period of \$7.50, to be paid as follows: \$3.00 in cash above the existing base rate for the first year of the agreement from September 1st, 1965 to September 4th, 1966; an increase of \$2.25 by increasing existing commissions for the eighteen month period from September 5th, 1966 to February 28th, 1968; an additional \$2.25 by increasing the existing commissions during the last six months of the contract from March 1st, 1968 to August 31st, 1968. The two increases of \$2.25 will be accomplished by increasing commissions in the upper brackets of the weekly bookings. Adjustments of commissions will be made on the basis of the sales bookings of your employees for the calendar year 1965.

You will receive a chart from us, shortly, with an instruction sheet which you will be required to fill out and return to us promptly. The information which you will furnish in these charts will be used in adjusting the commission plan of each employer so that the adjustments will equal the increases agreed upon.

Non-selling managers are to receive a flat \$5.00 increase for the entire three year term of the contract.

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FOR THE INFORMATION AND GUIDANCE OF MEMBERS ONLY.

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BULLETIN NO. 204 (Cont'd.)



Assistant managers who receive less than a \$5.00 differential between the salesman's wage and their wage, shall receive a \$1.00 increase, in addition to the increase of \$7.50 above referred to. However, such additional \$1.00 shall be added to the assistant manager's wage effective September 5th, 1966. The additional \$1.00 increase also applies to stores that employ only two men, where there is absentee ownership.

3- INDUSTRIAL EMPLOYEES

All industrial regular employees shall receive an increase of \$5.00 for the three year period, in the following manner: \$2.50 for the first eighteen months, effective September 1st, 1965 to March 5th, 1967, and an additional \$2.50 for the next eighteen months, effective March 6th, 1967 to August 31st, 1968.

4- RETROACTIVITY

Salesmen, assistant managers and selling managers are to receive retroactive pay at the rate of \$3.00 per week from September 1st, 1965.

Experienced full time sales and industrial extras who worked for six consecutive weeks during the period from September 1st, 1965 to March 20th, 1966, shall be eligible to receive retroactive pay. All extras who do not come within this provision are not entitled to any retroactive adjustment.

Non-selling managers shall receive retroactive pay of \$5.00 per week from September 1st, 1965.

Industrial help shall receive retroactive pay of \$2.50 per week from September 1st, 1965.

No retroactive pay is to be paid for any overtime worked from September 1st, 1965 to March 20th, 1966. All overtime work performed from March 21st, 1966, and thereafter, shall be paid for on the basis of the new rate of pay, which has become effective by reason of our settlement.

AS OF MARCH 26TH YOU SHOULD INCREASE THE BASE RATE OF PAY OF YOUR EMPLOYEES IN ACCORDANCE WITH THE SETTLEMENT ABOVE REFERRED TO.

RETROACTIVE PAY DUE TO EMPLOYEES SHOULD BE PROMPTLY PAID.

5- EXTRAS

Daily extra salesmen shall receive for an eight hour day an increase of 40 cents per day, effective March 21st, 1966 to March 5th, 1967. An additional 40 cents per day shall be paid such extra salesmen for the next eighteen months from March 6th, 1967 to August 31st, 1968.

The four hour night sales extra shall receive an increase of 20 cents per evening effective March 21st, 1966 to March 5th, 1967, and an additional 20 cents per evening effective March 6th, 1967 to August 31st, 1968.

Industrial day extras for an eight hour day shall receive an increase of 30 cents per day, effective March 21st, 1966 to March 5th, 1967. An additional 30 cents per day shall be paid for the next eighteen months from March 6th, 1967 to August 31st, 1968.

The four hour night industrial extras shall receive an increase of 15 cents per evening from March 21st, 1966 to March 5th, 1967, and an additional 15 cents per evening effective March 6th, 1967 to August 31st, 1968.

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6- SIXTH DAY OF WORK

Where the Fair Labor Standards Act applies, which requires time and a half payment after forty hours of work, such affected stores may request their workers to work on the sixth day for four, five, six or eight hours.

With respect to stores which are not covered by the Fair Labor Standards Act, such employers may use workers for a five, six or eight hour day.

Workers have the option of refusing to work such hours on the sixth day; however, if the regular worker refuses to work such sixth day, the employer shall have the right to employ an outside worker to work the equal amount of time offered to the regular full time worker.

Overtime pay for the sixth day of work shall continue to be paid for at straight time rates. However, stores which are affected by the Fair Labor Standards Act will not be able to avail themselves of this provision.

6- VACATIONS

The League agreed that employees will be entitled to a fourth week of vacation after twenty-five years of consecutive employment when the popular priced shoe chains agree to such fourth week of vacation, as a result of a contract reached by them with the respective Unions. It was further agreed that the same plan and conditions with respect thereto, which they agree to with the Unions will likewise apply to League members, including the effective date when it becomes operative. In the event such shoe chains do not agree to the fourth week of vacation, the members of the League will be under no obligation to grant such increase in vacations.

7- NEW YORK STATE DISABILITY BENEFITS CONTRIBUTIONS

Employers will be required to cover their workers with New York State Disability Benefits coverage when the popular priced shoe chains, under contract with the respective Unions, agree to so cover their workers. The effective date and the conditions pertaining thereto worked out by the Unions with such chains shall likewise apply to members of the League. If and when such agreement is consummated in the future, both employee and employer for each employee will be required to contribute 30 cents per week to the State Disability Benefits Fund for weekly sick benefits. This contribution, when effective, will result in the Retail Shoe Health Commission saving a substantial sum of money since the weekly sick benefits now paid by the Health Commission will be paid by the State Disability Fund. The savings which result should enable the Health Commission to continue functioning without the necessity of employers increasing their contributions to the Health Commission.

8- TRAINEE PROGRAM

The trainee program for sales help shall be continued and there shall be a \$20.00 per week differential between the starting rate and the minimum wage in the store; during the training period the trainee shall receive a \$5.00 per week increase every three months so that at the end of twelve months he will have reached the store minimum wage.

9- SEVERANCE PAY

Upon the closing of a store, regular full time employees who have worked for five consecutive years shall receive two weeks base pay plus 1 additional day's pay for each additional year of employment; however, the severance pay shall not exceed four weeks base pay. Workers who are employed in a store which closes and who refuse to accept a transfer to another store of the employer, shall not be eligible for such severance pay.

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10- CHECK-OFF OF UNION DUES

A check-off will be instituted, which will require employers to deduct Union dues from their employees' salaries and remit same monthly to the Unions. You will receive further information from us as to the conditions under which and the date when the check-off is to be instituted.

11- BASIC CREW

Upon the signing of contracts, the basic crews of each member shall be reviewed and additions thereto shall be made where warranted.

We have exerted our best efforts to bring about a settlement which we believe you will be able to live with. We hope that you will enjoy many prosperous years in your business operation.

If you have any questions pertaining to the above, please telephone us and we will clarify any problem you may have.

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BULLETIN
MEMBERS ONLY.

AUG 4 1966

U.S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS
WASHINGTON, D. C. 20212

July 26, 1966

Shoe Retailers League, Incorporated
60 East 42nd Street
New York, New York, 10017

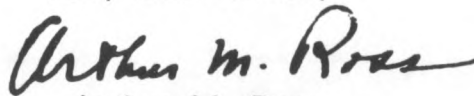
Gentlemen:

Thank you for sending us the current union agreement(s) identified below.

For use in preparing studies of collective bargaining practices, we should like to know the number of employees covered by each agreement. Please supply current information in column (3) below and return this form in the enclosed envelope which requires no postage.

Your cooperation is appreciated.

Very truly yours,

Arthur M. Ross
Commissioner

Establishment (1)	Name of union (2)	Number of employees normally covered by agreement (3)
Shoe Retailers League, Incorporated New York, New York	Retail, Wholesale and Department Store Union, Locals 1268 & 287.	800 to 1000